



ENTERED
05/23/2015

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
VICTORIA DIVISION**

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| IN RE: | § | |
| | § | |
| Quality Lease and Rental Holdings, LLC | § | CASE NO. 14-60074-11 |
| | § | |
| Quality Lease Rental Service, LLC | § | CASE NO. 14-60075-11 |
| | § | |
| Quality Lease Service, LLC | § | CASE NO. 14-60076-11 |
| | § | |
| Rocaceia, LLC | § | CASE NO. 14-60077-11 |
| Debtors | § | (Chapter 11) |
| | § | |
| | § | Joint Administration Under |
| | § | Case No. 14-60074-11 |
| | § | Judge David R. Jones |

**ORDER CONFIRMING DEBTORS' JOINT CHAPTER 11 FIRST AMENDED
PLAN OF LIQUIDATION AND APPROVING SALE THEREUNDER**
(Approves Docket # 135)

The above-captioned Debtors filed their Joint Chapter 11 First Amended Plan of Liquidation on April 8, 2015 (Docket #135) (the "Plan"). On May 15, 2015, the Court conducted a hearing on confirmation of the Plan, and the Plan includes the sale of newly issued membership interests of QLRS and QLS together with the transfer of all assets of QLRS and QLS (except those specifically excluded) free and clear of liens, claims, interests, charges, and encumbrances. During this hearing, the Court heard testimony and arguments of counsel and considered the objections filed and evidence.¹ Having considered the foregoing, this Court finds as follows:

I. Background

1. The Debtors filed voluntary petitions under chapter 11 of the Bankruptcy Code on October 1, 2014. The cases are jointly administered but maintain separate claims registers. These debtors are defined in the Plan as the "Debtors".

¹ Capitalized terms not defined in this Order shall have the meanings set forth in the Plan.

2. On April 6, 2015, by order entered as Docket #134, this Court approved the Debtors' Joint Amended Disclosure Statement ("Disclosure Statement") referring to the Plan. The Plan provides for a sale of newly issued Membership Interests in the operating subsidiaries, Debtor Quality Lease Service, LLC ("QLS") and Debtor Quality Lease Rental Service, LLC ("QLRS"), pursuant to certain bid procedures. The Court set the hearing to confirm the Plan for May 15, 2015 at 11:30 a.m. Objections to the Plan were due by May 4, 2015. Objections to the Plan were filed by: (i) Victoria County; (ii) the IRS; (iii) Main Street Capital Corporation on behalf of itself and as agent for Main Street Equity Interests, Inc. and MSCII Equity Interests, LLC (the "Main Street Lender"); and (iv) David Michael Mobley, Greta Yvette Mobley, and QLS Holdco (the "Mobley Parties"). All objections have been resolved by agreement as set forth herein, except for the objection filed by the Mobley Parties.

3. As evidenced by the certificate of service filed on April 8, 2015 (Docket #138), the Debtors served (i) Debtors' Joint First Amended Disclosure Statement (Docket #136); (ii) Debtors' Joint Chapter 11 First Amended Plan of Liquidation (Docket #135); (iii) Order Under 11 U.S.C. §1125 and Fed. R. Bankr. P. 3017 Approving Disclosure Statement and Fixing Deadlines for Voting and Objections (Docket #134); (iv) Ballot for Accepting or Rejecting Debtors' Plan (Docket #137); and (vi) Memo to Creditors and Interest Holders including plan solicitation, notice of Confirmation Hearing and related deadlines to Creditors and other parties listed on the Debtors' Service List by first class mail, to all parties entitled to vote thereon and to the U.S. Trustee.

4. Notice of the continuance of the confirmation and sale hearing from May 11, 2015 to May 15, 2015 at 11:30 was served on all creditors and parties in interest on May 4, 2015 (Docket #176).

5. No party has contested the sufficiency of service, and the Court has accepted the evidence of service and finds notice was sufficient and appropriate.

6. On March 24, 2015, the Court approved certain auction and bidding procedures and found that notice of the Bidding Procedures, including Notice of the Auction and Sale Hearing as provided for therein (the "Sale Notice"), were adequate and reasonable. Such order is at Docket # 119 and is hereafter referenced to as the "Bidding Procedures Order."

7. As further ordered by the Bidding Procedures Order (Docket # 119) on March 24, 2015, Debtors mailed the Sale Notice to all interested parties. Further, on April 10 and 24, 2015, Debtors published notices of the proposed sale and auction in the Austin Business Journal, the Dallas Business Journal, the Houston Business Journal and the San Antonio Business Journal. The text of the ads are shown below.

NOTICE OF AUCTION

Quality Lease and Rental Holdings, LLC ("QLRH") is offering for sale all of the ownership interests in and to Quality Lease Rental Service, LLC ("QLRS") and Quality Lease Service, LLC ("QLS"), and/or all of the assets of QLRS and QLS, except for certain excluded assets ("Excluded Assets"), in an Auction Sale to be conducted on May 7, 2015 beginning at 2:00 p.m. (Houston time). The Auction will be conducted at the offices of Gulfstar Group, Inc. ("Gulfstar"), 700 Louisiana, Suite 3800, Houston, Texas 77002.

QLRH, QLRS, and QLS are debtors-in-possession in Case Numbers 14-60074-11, 1460075-11, and 14-60076-11, respectively, pending in the United States Bankruptcy Court for the Southern District of Texas, Victoria Division. The Bankruptcy Court has scheduled a hearing for May 11, 2015 at 1:00 p.m. (Houston time) to approve the Auction Sale.

Information about the Auction, the companies to be sold and their assets (as well as the Excluded Assets), can be obtained from Bryan Frederickson of Gulfstar at (713) 300-2030. In connection with the Auction, the Bankruptcy Court entered an Order approving Bidding Procedures on March 23, 2015. If you are interested in bidding at the Auction, it is imperative that you obtain a copy of the Bidding Procedures. All Bids must be submitted on or before May 5, 2015 and include, among other things, a \$250,000 Good Faith Deposit, a marked up copy of the proposed form of Purchase Agreement, and satisfactory evidence of committed financing or other ability to perform.

The primary secured lender has a first priority security interest in all property to be sold and it has reserved the right to credit bid up to a total of \$11 million at the Auction.

In addition to Gulfstar, you may obtain information about the Auction, the Bidding Procedures, the sale requirements, the proposed Purchase Agreement, the bankruptcy cases, the assets and properties to be sold and those assets to be excluded from the Auction by contacting QLRH's bankruptcy counsel, Walter J. Cicack, HAWASH MEADE GASTON NEESE & CICACK LLP, 2118 Smith Street, Houston, Texas 77002, at (713) 658-9001.

8. Notice of the matters described above to the creditors and parties in interest of the Debtors was adequate and appropriate.

9. At the Auction and in accordance with the Bidding Procedures Order, the Debtors received a qualified bid from Stellar Oil Field Rentals (“Stellar”) in the amount of \$4 million. The Debtors conducted an auction on May 7, 2015. The only parties to attend the auction were Stellar and Main Street Lender which was authorized to credit bid up to \$11 million. The bidding went back and forth and Main Street Lender was the winner with a credit bid of \$6,250,000. Stellar was declared to be the Successful Backup Bidder with a final cash bid of \$6,000,000.

10. On May 13, 2015, the Debtors filed docket #192 evidencing the ballot tabulation in which the impaired Class 2 claim of Main Street Lender voted to accept the Plan and the impaired Class 4 claim of allowed general unsecured creditors voted to accept the Plan. No Class 4 claims that voted on the Plan voted to reject the Plan. Main Street Lender filed a motion to change or amend its ballot. The motion was granted during the confirmation hearing. Main Street Lender is the only creditor in Class 2 and voted to accept the Plan with respect to its secured claim in the amount of \$21 million. In addition, Main Street Lender voted to accept the Plan with respect to its unsecured claims in Classes 4A, 4B, 4C and 4D in the amount of \$16,680,050. Classes 4A, 4B, 4C, and 4D have accepted the Plan pursuant to 11 U.S.C. § 1126(c).

11. The Plan sets forth a comprehensive transaction which will result in all creditors being paid as provided in the Plan. The Court finds that the Plan meets all of the requirements for confirmation set forth in the Bankruptcy Code and that the treatment of claims is fair.

II. Votes, Objections and Resolutions

12. The Plan separates claims and equity interests into six classes. Each of the classes who voted, have voted to accept the Plan except for Class 5.

13. Classes 1a, 1b and 1c consists of Allowed Secured Claim of Ad Valorem Property taxes owed by Debtors QLRH, QLRS, and QLS. The Plan provides that any pre-petition taxes will be paid in cash in full from cash on hand or the Carve Out (from Main Street Lender) and that post-petition taxes shall be paid when due. Class 1 is unimpaired and did not vote; however, Class 1 is deemed to have accepted the Plan. However, a limited objection to confirmation was filed by Victoria County. The Debtors announced on the record that this objection was resolved by including the following language herein:

Notwithstanding anything to the contrary contained within the Plan or approved Disclosure Statement, or any order pertaining to the sale of the Debtor's assets and/or membership interests, the secured tax claims owing to Victoria County for 2015 ad valorem taxes shall be paid in the ordinary course of business and Victoria County shall not be required to file a request for allowance and payment of its claim. Victoria County shall retain all liens until all taxes are paid in full, notwithstanding any sale of the property contemplated by the plan, and notwithstanding any credit bid which may result in a transfer of the property. In the event the 2015 taxes are not timely paid, Victoria County shall be free to proceed with the state law remedies for collection of all amounts due under state law pursuant to the Texas Property Tax Code without further notice or court order.

14. Class 2 consists of the Allowed Secured Claims of Main Street Lender. Main Street Lender voted in favor of the Plan, but filed a limited objection. The Debtors announced on the record that this objection was resolved by including the following language herein:

Main Street Lender shall retain its lien on all assets not sold during the Auction.

Pursuant to the Subordination and Intercreditor Agreement dated January 8, 2013, any and all distributions otherwise, if any, due the Mobley Parties shall be paid to Main Street Lender until such time as Main Street Lender is paid in full.

15. Class 3a and 3b consists of Other Allowed Secured Claims against QLRH and QLS. Class 3 did not submit votes either accepting or rejecting the Plan. Class 3 is not impaired as QLS announced on the record that post confirmation Class 3 claims will be paid in accordance with the contractual obligations until paid in full and Class 3 claimants shall maintain their liens. Hence, they are unimpaired and deemed to have accepted the Plan.

16. Class 4a, 4b, 4c and 4d consists of the Allowed General Unsecured Claims against QLRH, QLRS, QLS and Rocacea. Class 4 is impaired and voted to accept the Plan. To be clear the Plan does not provide for substantive consolidation. The amount of the Carve Out allocated to Class 4 is \$137,500. The distribution to Class 4 will be calculated as follows: (1) the total unsecured claim will be counted in each subclass; (2) the carve out will be divided among each subclass pro-rata based on the total amount of Allowed Claims in each subclass; (3) the amount of the carve out distributed to each subclass, will then be distributed on a pro rata basis, to each creditor within the subclass.

17. Class 5 consists of the Allowed Claims of the Mobley Parties Related to the Sale Transaction. The holders of the disputed Class 5 Claims voted to reject the Plan. The Court finds that Class 5 is impaired. The Court finds that the Mobley Parties' Class 5 Ballot shall be counted and the Class 5 Ballots submitted by Main Street Lender shall not be considered. Class

5 rejected the Plan. The Mobley Parties also objected to confirmation of the Plan. Their objection is overruled.

18. Class 6a, 6b, 6c and 6d consists of Allowed Equity Interests of QLRH, QLRS, QLS, and Rocacea. The Plan provides that the Equity Interests of QLS and QLRS will be cancelled and new Membership Interests issued to the purchaser and that the Equity Interests of QLRH and Rocacea shall receive no distribution or any property under the Plan. Therefore, Class 6 is deemed to have rejected the Plan. No Class 6 votes were received by the Debtors.

19. For the reasons announced on the record at the confirmation hearing, the Court finds that the Debtors satisfied all provisions of 11 U.S.C. §1129(a) and the Bankruptcy Code applicable to the Debtors, with exception of 1129(a)(8). At the request of the Debtors, the Court found that the Plan does not discriminate unfairly, and is fair and equitable, with respect to each class of claims and/or interests that is impaired under the Plan and have not accepted the Plan. The Court finds that the Plan satisfies the requirements of 11 U.S.C. §§ 1129(b)(1) and (2)(B) and (C). The Court specifically finds that 11 U.S.C. §§ 1129(c), (d), and (e) are not applicable.

20. The Court finds that the sale of the new Membership Interests in QLS and QLRS to Main Street Lender was in good faith and without collusion.

21. Pursuant to 11 U.S.C. § 1141(a), the provisions of the Plan are binding on all parties, including, but not limited to, creditors and equity security holders of the Debtors whether or not any such creditors or equity holders have accepted the Plan.

III. Order

It is therefore **ORDERED** that:

22. The above findings are incorporated herein and made the order of the Court.

23. The terms of the Plan are appropriate and approved, as provided for herein.

24. The only other confirmation objection not mentioned above was filed by the IRS.

It was announced by the Debtors that this objection was resolved by the insertion of the following language herein:

- (a) The deadline for the Debtors to object to the IRS Proof of Claim is 30 days from the Confirmation Date. The Debtors will prepare and file all outstanding tax returns within 60 days from the Confirmation Date, and pay any taxes shown as due.
- (b) The debt owed by the Debtors to the Internal Revenue Service (IRS) is a Non-Dischargeable debt, except as otherwise provided for in the Code, and that if the Debtors default, the IRS is not subject to the provisions of the Bankruptcy Code so that the IRS can take whatever actions are necessary to collect said debt in the event of default; the federal tax liens survive the plan confirmation, a bankruptcy discharge, and dismissal of the case. The Liens continue to be enforceable against all of the debtor's property under federal law.
- (c) A failure by the Debtors to make a payment to the Internal Revenue Service pursuant to the terms of the Plan, failure to file all outstanding tax returns within 60 days from the Confirmation Date, and/or failure to remain current on filing and paying post-confirmation taxes, shall be an event of default, and as to the Internal Revenue Service, there is an event of default if payment is not received by the 15th day of each month. If there is a default, the Internal Revenue Service must send written demand for payment, and said payment must be received by the Internal Revenue Service within 15 days of the date of the demand letter. The Debtor can receive up to three notices of default from the Internal Revenue Service; however, on the third notice of default from the Internal Revenue Service the third notice cannot be cured, and the Internal Revenue Service may accelerate its allowed claim(s), past and future, and declare the outstanding amount of such claim(s) to be immediately due and owing and pursue any and all available state and federal rights and remedies. In the event of an uncured default, any objection to the Internal Revenue Service's claims shall be overruled and denied in their entirety, and the Internal Revenue Service's claims shall be deemed allowed and the Debtors shall be required to pay these claims in full. These default provisions pertain to the entire claim(s) of the Internal Revenue Service, secured, unsecured priority and unsecured general.
- (d) The IRS is bound by the provisions of the confirmed plan and is barred under 11 USC 1141 from taking any collection actions against the debtors for prepetition claims during the duration of the Plan (provided there is no default as to the IRS). The period of limitations on collection remains suspended under 26 USC 6503 (h) for the tax periods being paid under the Plan and terminates on the earlier of (1) all required payments to the IRS have been made; or (2) 30 days after the date of the demand letter (described above) for which the debtor failed to cure the default.

25. In view of the foregoing, all objections, to the confirmation of the Plan are overruled or withdrawn.

26. The Plan is confirmed.

27. The sale of the New Membership Interests in QLS and QLRS to Main Street Lender is hereby approved under sections 363(b) and 1123(a)(5) of the Bankruptcy Code.

28. All executory contracts of QLS and QLRS are assumed.

29. All other executory contracts are deemed rejected.

30. Sale of the QLS and QLRS Membership Interests to Main Street Lender shall be closed within 20 days of the Confirmation Date.

31. At closing, in exchange for the credit bid of \$6,250,000 from Main Street Lender, the Debtors shall convey the New Membership Interests in QLS and QLRS free and clear of all royalty obligations, mortgages, security interests, conditional sale or other title retention agreements, pledges, liens (including but not limited to, tax liens of any nature and mechanics liens), judgments, demands, encumbrances, easements, restrictions or charges of any kind or nature, if any, including, but not limited to, any restriction on the use, voting, transfer, receipt of income or other exercise of any attributes of ownership (the foregoing collectively referred to as “Liens” herein), and all debts arising in any way in connection with any acts of the Debtors, claims (as that term is defined in the Bankruptcy Code), obligations, demands, guaranties, options, rights, contractual commitments, restrictions, interests and matters of any kind and nature, whether arising prior to or subsequent to the commencement of this case, and whether imposed by agreement, understanding, law, equity or otherwise (the foregoing collectively referred to as “Claims” herein). The transfer of such property shall be free of all transfer or stamp taxes as provided for in section 1146(a) of the Bankruptcy Code. Notwithstanding the foregoing, the ad valorem taxing authorities shall retain all liens they currently hold, whether for

pre-petition tax years or for the current tax year, on any property of the Debtors until they receive payment in full of all taxes, and interest owed to them under the provisions of the Plan.

32. Except as provided in the Plan and subject to occurrence of the Effective Date, the transfer of Assets, does not and will not subject Main Street Lender to any liability for claims against the Debtors by reason of such transfer under the laws of the United States, any state, territory or possession thereof or the District of Columbia applicable to such transactions.

33. Upon closing of the transactions described in the Plan, except as provided in the Plan or herein, and subject to occurrence of the Effective Date, all persons and entities holding Liens or Claims of any kind and nature with respect to the transferred property, are hereby barred from asserting such Liens and Claims of any kind and nature against Main Street Lender, QLS, QLRS and their successors or assigns, or the transferred property.

34. Except as set forth in the Plan or herein, and subject to occurrence of the Effective Date, Main Street Lender, QLS and QLRS and their respective partners, officers, directors and affiliates are not assuming nor shall they in any way whatsoever be liable or responsible, as a successor or otherwise, for any liabilities, debts or obligations of the Debtors or any liabilities, debts or obligations in any way whatsoever relating to or arising from the operation of any Debtors' Assets prior to the transfer.

35. Except as set forth in the Plan or herein, and subject to occurrence of the Effective Date, no person or entity, including without limitation, any federal state or local governmental agency, department or instrumentality, shall assert against Main Street Lender, QLS and QLRS or their successors in interest any liability, debt or obligation relating to or arising from the use of the assets or any liabilities calculable by reference to the Debtors or their assets or operations, and all persons and entities are hereby enjoined from asserting any such liabilities, debts or obligations against the transferee.

36. The Debtors are authorized to execute, deliver, and file all documents including deeds, bills of sale and other documents necessary to transfer title on or after the Effective Date as may be necessary, required, or appropriate to carry out the provisions of the confirmed Plan, and take all necessary ministerial acts to effect the terms of this order or the sale provided for under the Plan and hereunder. To the extent the Plan provides for a creditor to release a lien, such creditor shall release such at the request of the Debtors, Main Street Lender, QLS or QLRS.

37. The Court hereby orders that the sale is in good faith and without collusion such that the protections afforded by pursuant to Section 363(m) of the Bankruptcy Code is applicable and that no action may be brought under Section 363(n).

38. All rights of the holders of Claims or Interests of all classes under the Plan, including, without limitation, the right to receive distributions on account of such Claims or Interests, shall hereinafter be limited solely to the right to receive such distributions, and retain such liens and other rights, exclusively as provided in this Order and the Plan.

39. Pursuant to Article 3.1 of the Plan, any holder of an Administrative Claim against the Debtors, except the U.S. Trustee with respect to quarterly fees and for expenses incurred in the ordinary course of operating the Debtor's business, shall file application for payment of such Administrative Claim on or within thirty (30) days after the Confirmation Date, with actual service upon counsel for the Debtors or such Holder's Administrative Claim shall be forever barred and extinguished and such Holder shall, with respect to any such Administrative Claim, be entitled to no distribution and no further notices. All pre-confirmation U.S. Trustee fees due as of the Effective Date, shall be paid when due or on the Effective Date. To the extent the Carve Out is not sufficient to cover the Allowed Administrative Claim of Gulfstar Group, Inc., any shortfall shall be paid by Main Street Lender.

40. Except as provided otherwise in the Plan or herein, and subject only to the occurrence of the Effective Date of the Plan, the Debtors are hereby discharged from all debts that arose before the date of the entry of this Order, including, without limitation, any debts based on any of the Debtors' guarantees of collection, payment or performance of any obligation of the Debtors, and any debt of a kind specified in §§ 502(g), 502(h) or 502(i) of the Code, other than (A) Administrative Expenses (as such term is defined in the Plan) representing liabilities incurred in the ordinary course of business by the Debtors, and (B) Administrative Expenses representing allowances of compensation or reimbursement of expenses allowed pursuant to §§ 330 and 503(b)(3) of the Code, whether or not (i) a Proof of Claim based on such debt is filed or deemed filed under § 502 of the Code; (ii) such claim is allowed under § 502 of the Code; or (iii) the holder of such claim has accepted the Plan.

41. Subject only to the occurrence of the Effective Date of the Plan, any judgment at any time obtained, to the extent that such judgment is a determination of the personal liability of any of the Debtors with respect to any debt discharged hereunder is hereby rendered null and void.

42. Except as provided in the Plan or this Order, as of the Confirmation Date, all entities which have held, currently hold or may hold a claim or other debt or liability that is discharged are permanently enjoined from taking any of the following actions on account of such discharged claims, debts or liabilities or terminated interests or rights: (i) commencing or continuing in any manner, any action or other proceeding against any of the Debtors or their assets; (ii) enforcing, attaching, collecting or recovering in any manner any judgment, award, decree or other award against any of the Debtors or their assets; (iii) creating, perfecting or enforcing any lien or encumbrance against any of the Debtors or their assets; (iv) asserting a setoff, right of subrogation or recoupment of any kind against any debt, liability or obligation

due to any of the Debtors or their assets; and (v) commencing or continuing any action, in any manner, in any place that does not comply with or is inconsistent with the Plan.

43. Except as otherwise provided for herein, the Release and Exculpation set forth in Section 14.7 of the Plan are approved.

44. The respective affiliates, officers, directors, shareholders, members, representatives, attorneys, financial advisors, and agents of the Debtors have acted in good faith, and each of those parties are hereby forever released from and shall not be liable to any holder of a Claim, or other party with respect to any action, forbearance from action, decision, or exercise of discretion taken from the Petition Date to the Effective Date in connection with (i) the operation of the Debtors; (ii) the proposal or implementation of any of the transactions provided for, or contemplated in, the Plan; or (iii) the administration of the Plan or the assets and property to be distributed pursuant to the Plan.

45. The failure specifically to include any particular provisions of the Plan in this Order shall not diminish or impair the efficiency of such provision, it being the intent of the Court that the Plan be authorized and approved in its entirety, except as modified or otherwise provided for herein.

46. So long as such amendments or modifications do not materially affect the interests of creditors or the interest holders, the proponent of the Plan may propose amendments or modifications to the Plan after the entry of this Order, subject to, upon notice and hearing, the approval of this Court, in order to remedy any defect or omission, or reconcile any inconsistencies in the Plan or in this Order, as may be necessary to carry out the purpose and intent of the Plan.

47. After the entry of this order, pleadings shall only be served upon the United States Trustee, and any party directly affected by the pleading and its counsel, if known (i.e., claim s

objections need only be served upon the person who filed the claim that is subject to the objection, its counsel, if known, and the United States Trustee).

48. To the extent that objections to the Plan are not specifically sustained herein, they are overruled and denied.

49. The reversal or modification of this Order on appeal will not affect the acts taken pursuant to the Plan, or any other agreement, document, instrument or action authorized by this Order or under the Plan as to the Debtors or any other person acting in good faith, whether or not such person knows of the appeal, unless this Order is stayed pending appeal.

50. This Order shall be effective and enforceable immediately upon entry.

51. This Court retains jurisdiction (i) to enforce and implement the terms and provisions of the Plan and this Order, all amendments thereto, any waivers and consents herein provided, and any agreements executed in connection herewith, (ii) to compel implementation of the transactions described in the Plan, (iii) to resolve any disputes arising under or related to this Order or the Plan, and (iv) to interpret, implement and enforce the provisions of this Order and the Plan.

Signed: May 22, 2015.



DAVID R. JONES
UNITED STATES BANKRUPTCY JUDGE

SUBMITTED BY:

APPROVED AS TO FORM ONLY:

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